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IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

Civil Action No. 5:22-CV-00869-JKP-HJB

VIDEOCONFERENCE DEPOSITION OF THOMAS PARISI

April 16, 2025

Plaintiff,

DR. JOHN ROE,

v.

Defendant,

UNITED STATES OF AMERICA, et al.

APPEARANCES:

ALLEN VELLONE WOLF HELFRICH & FACTOR, PC
By Jason R. Wareham, Esq.
1600 Stout Street, Suite 1900
Denver, Colorado 80202
Denver, Colorado 80202
Appearing on behalf of Plaintiff.

HENDLEY & HODGES LAW, PLLC
By John W. Hodges Jr., Esq.
4594 US Highway 281 North
Spring Branch, Texas 78070
Appearing on behalf of Plaintiff.

DEFENDANT'S
EXHIBIT

20

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1 P R O C E E D I N G S

2 THE VIDEOGRAPHER: The time is 10:04. We
3 are on the record. Today is April the 16th, 2025.
4 This begin the recorded deposition of Thomas Parisi
5 in the matter of Dr. John Roe versus United States
6 of America, et al. This deposition is being
7 recorded via Zoom videoconferencing. The court
8 reporter is Marcus Boyer. The videographer is
9 Maryvonne Tompkins.

10 The attorney will introduce themselves
11 starting with the plaintiff, please.

12 MR. WAREHAM: Hi, good afternoon or good
13 morning, wherever you're at. This is Jason Wareham,
14 lead counsel for the plaintiff. Along with me is
15 John Hodges, Lance Henry, and Rebecca Bradshaw on
16 our -- on our team.

17 MR. GREEN: Good morning. This is Robert
18 Green for Defendants. Also with me are lead counsel
19 Joseph Gonzalez and Katrina Seeman from the
20 Constitutional Torts Branch of DOJ and we also have
21 John Fuentes and Brian Noble with the Air Force.

22 THE VIDEOGRAPHER: Our court reporter
23 will please swear in the witness and we can proceed.

24 THOMAS PARISI,
25 being first duly sworn in the above cause, was

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1 examined and testified as follows:

2 MR. WAREHAM: All right. Good morning.

3 Before we go much further, Mr. Green, if you
4 wouldn't mind telling me the role of the Air Force
5 attendees today, just so I'm clear?

6 MR. GREEN: They're here with the agency.

7 MR. WAREHAM: Okay. Do they intend to --
8 to be another source of objection or anything like
9 that today or any sort of information guidance?

10 MR. GREEN: I don't believe so, no.

11 MR. WAREHAM: Okay. Great.

12 EXAMINATION

13 BY MR. WAREHAM:

14 Q Mr. Parisi, hi. My name is Jason, as I
15 said. I -- I thank you for making time, although I
16 know it's not optional today for -- for this kind of
17 thing. I'm going to go over a few instructions with
18 you, just to make sure that as we kind of work
19 through the questions today, that as best as we can,
20 especially given the virtual platform, we're able to
21 ensure that -- that -- that the record is clear.

22 Have you ever been deposed before?

23 A Not as an adult.

24 Q Okay. Well, I won't peel that particular
25 onion. That's an interesting response.

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1 Q Would you happen to know any other names
2 in that time period if it's not Danny Burgard, who
3 would have been the PEM?

4 A No, I didn't -- I never worked very
5 closely with AQL. I worked closely with AQI, which
6 is the Acquisition Office for Information Dominance.
7 So the AQL was -- was kind of a whole 'nother group
8 of people outside of my purview.

9 Q Okay. In the event of a hypothetical
10 where Dr. [REDACTED] advises on funding decisions
11 around other programs not including ACT 2, would you
12 see a conflict of interest?

13 MR. GREEN: Objection to form.

14 A Yeah, I'm not going to -- I -- I don't
15 want to -- I can give you an answer. I'm not going
16 to answer a hypothetical, but I still can answer
17 your question. If Dr. [REDACTED] was doing any kind of
18 advising underneath our ACT 2 contract as a
19 subcontractor, he should not have been because
20 that's outside of scope of the contract.

21 The scope of that contract is to develop
22 technology, it's to write code and things of that
23 nature. It's not what we call A&AS, administrative
24 and advisory services contract. That's outside the
25 scope of the contract. So, again, it's not a

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1 hypothetical. That's just the rule.

2 Q So I just want to understand the limits
3 of the -- the conflict of interest and, you know, as
4 you viewed it and how it changed. So as I'm
5 understanding this e-mail, the -- it's the -- the
6 problem is that Dr. [REDACTED] was under the AC 2 --
7 ACT 2 contract; is that right?

8 A The problem -- the problem that we were
9 trying to -- what we were trying to discover,
10 whether or not it was a problem, was threefold. It
11 was, A, he's an NSA employee and is he using his
12 government influence as an NSA employee to steer
13 money over to basically his own LLC through --
14 through a subcontract. That was the first thing
15 that we wanted to make sure was not happening.

16 The second thing we wanted to make sure
17 was not happening is if he is providing advice to
18 PEMs in this -- in these meetings, like Captain
19 McVay said, he should not have been because that's
20 outside of scope of the contract. We pay them to
21 develop software, not to attend meetings and try to
22 influence Pentagon level officials. So that would
23 have been outside of scope and, also, would have had
24 the conflict of interest of him, once again,
25 providing advice to somebody outside of -- outside

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1 the scope of his contract to basically further his
2 own contract. So that -- that's the concern that we
3 were trying to uncover.

4 And, initially, from going through this
5 e-mail, it didn't look like there was -- it looked
6 like that there were enough barriers in between that
7 it wasn't too much of an issue until, you now,
8 Captain McVay chimed in and said what he -- what he
9 said in the e-mail, that this -- this, in fact, is
10 happening, there's advisory services being -- being
11 provided.

12 Q Okay. So help me understand then why are
13 we referencing -- or why are you referencing ACT 2
14 specifically?

15 A Let's see what -- in his job with NSA,
16 was he ever in a position to fund or influence
17 funding that could be obligated to the ACT 2
18 contract -- that -- I -- I -- I don't know how to
19 explain it more clearly than -- that what I have,
20 but the question is, you know, verbatim, what I
21 wrote. In his job with NSA, was he ever in a
22 position to [audio disruption] ACT 2 contract -- he
23 was a [audio disruption] -- the answer was yes to
24 that. Then we got -- we have a conflict of interest
25 [audio disruption] --

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1 not involve the contracting officer, we did not
2 request any kind of formal correspondence to be
3 contractually sent to the company, and we did not
4 request any reprimand.

5 We certainly did not insinuate that the
6 company, either directly or indirectly, that they
7 should terminate the subcontract. We took our
8 attorney's advice and we said, "Okay. We'll keep
9 you up to date with what's going on and, in the
10 meantime, we're going to tell our colleagues at LCMC
11 that things appear to be on the up and up here,
12 according to our acquisition attorney."

13 Q And to your recollection, did you take --
14 did Air Force Research Laboratory recommend any
15 actions to debar Dr. [REDACTED]

16 A Absolutely not.

17 MR. WAREHAM: All right. Let's --
18 Rebecca, let's go to 409, which will be Exhibit 7.
19 Same process, if you will.

20 MR. GREEN: Jason, would it be Exhibit 7
21 or would it be Exhibit 8?

22 MR. WAREHAM: Oh. It might be 8. Did I
23 say 7 last time, Mr. Green?

24 MR. GREEN: I was tracking the -- this
25 document, 400, was Exhibit 7.

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1 STATE OF COLORADO)
) ss. REPORTER'S CERTIFICATE
2 COUNTY OF DENVER)
3

4 I, Marcus K. Boyer, do hereby certify that
5 I am a Shorthand Reporter and Notary Public for the
6 State of Colorado; that previous to the commencement
7 of the examination, the deponent was duly sworn to
8 testify to the truth.

9 I further certify that this deposition was
10 taken in shorthand by me at the time and place
11 herein set forth, that it was thereafter reduced to
12 typewritten form, and that the foregoing constitutes
13 a true and correct transcript.

14 I further certify that I am not related
15 to, employed by, nor of counsel for any of the
16 parties or attorneys herein, nor otherwise
17 interested in the result of the within action.

18 In witness whereof, I have affixed my
19 signature this 29th day of April, 2025.

20 My commission expires April 30, 2027.

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Marcus K. Boyer